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building, and the agent fixed the value on the building, including the addition which was to be erected. *Held*, that parol evidence of the value of the building after the addition had been completed was admissible in an action on the policy for a loss occurring after the completion of the addition.

INSURANCE—PROOF OF LOSS—SUFFICIENCY.

9. Where a stock of merchandise insured was totally destroyed, proof of loss, though failing to give the cash value of each item insured and the amount of the loss thereon, as required by the policy, was sufficient.

CLARK v. ROLLER.

September 26, 1905.

[51 S. E. 816]

DEEDS—LANDS CONVEYED.

The deed of H. of "all and every part of that certain tract of land . . . which was conveyed to H. by S. by deed [described] to which said H. has legal title under the conveyances from C. and G., the original patentees of the larger tract of land of which said tract forms a part, the same having been described and conveyed in said deed to the said H. from the said S. as containing by survey" 391 acres, conveys the entire tract of 391 acres conveyed by S. to H., and not merely so much of it as was actually within the grants of C. and H.; the reference thereto being used merely for the purpose of showing from what source the land was derived and as a help to trace the title.

MERRIMAN v. COVER, DRAYTON & LEONARD.

September 21, 1905.

[51 S. E. 817.]

CONTRACTS—RESTRAINT OF TRADE—VALIDITY.

1. A partnership procured a right of way for a railroad, and agreed to ship no bark over its road, except to the owner of the land, unless he refused to pay the market price therefor. There was language in the contract warranting the inference that the road was to be operated as a common carrier, and other language warranting a contrary inference. *Held*, that the contract did not on its face show that the road was to be operated as a common carrier, and the restriction was not on its face invalid.

SAME.

2. Where a contract in restraint of trade is limited, and is supported by a valuable consideration, the contract is valid, if the restraint is reasonable and not injurious to the public.

[Ed. Note.—For cases in point, see vol. 11, Cent. Dig. Contracts, Secs. 542-544.]

SAME.

3. Whether a contract in restraint of trade is reasonable is determined by a consideration of whether it only affords a fair protection to the